„SIGNAL" d.o.o.
SOMBOR, Centrala 163
Broj: 95/24-4-
Datum: 01.08.2024

SALES AGREEMENT

This Agreement is made and entered into on : 01.08.2024. between:

Contract no:NSSB-MPS-CP-2024-07

l. CHINA RAILWAY INTERNATIONAL CO., LTD SERBIA OGRANAK BEOGRAD, with its registered office at Serbia, Rajka Mitića br. 8, Beograd 11040 (Savski Venac), with registration number 29507228, represented by Qi FengRan (hereinafter: the Buyer, which term shall include its successors and assignees)

and

2. SIGNAL DOO SOMBOR, with its registered office at Sombor, Street: Centrala no. 163, 25000 Sombor ; registration number 08265330, PIB 100122798, current account number 205-517686-97 with NLB bank, represented in this contract by Siniša Lazić (hereinafter: the Seller, which term shall include successors and assignees)

Preamble

(1) **WHEREAS** the Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia, was entered by the Government of the Republic of Serbia, Infrastructure of Serbian Railways JSC and Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd, ("Commercial contract") on July 7, 2018;

(2) WHEREAS in accordance with the Commercial contract, the Buyer as the lead party of the Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd, is entitled to subcontract part of the construction works.

Article 1

Subject of this agreement is the purchase and installation of the signal signs (due to design books 8/5.18/5.2,8/5.3, and design books 8/6.1,8/6.2,8/6.3,8/6.4.). The total price of the agreement is fixed except of delay which Contractor can not be responsible. Totall price is 18,259,116.4 RSD, which includes the costs of production, transportation, installation,foundation, construction of all signal signs named in BOQ that Contractor sent.

Terms of payment : the first payment is 50% of the contract amount, 50% due to invoice for final price after receiving for works that has been done and review by named Subervisor of Buyer.

Article 2

The list of signal signs is described specifically in project design and BOQ sent by Contractor.

Only after receiving and verifying all of the following documents submitted by the Seller and confirmed all the signal signs delivery and installation and acceptance at the place designated by the Buyer,after passing the acceptance and receiving the invoice,the payment to the Seller's bank account 205-517686-97 opened at NLB bank can be paid.

(1) Original copy of the delivery notes or measurement books.
(2) Original copy of the invoice for the final price.

Article 3

The Seller will take full responsibility for the production, installation, transportation and foundation of all signal signs (the platform will need to be restored to its original state after the foundation is installed) only if all technical requirement are meet and Seller can perform its scope of works for named positions from BOQ. For all sites that technical requirements are not meet from Buyers side material for named site will be delivered to location named by Buyers side or it will be charged 5% for each mounth of the worth of named material. Specification of named material will be notice in official note (warehouse note) for warehouse costs. Warehouse note should be signed from bought side.

The Seller will not cause damage to the completed works of the Buyer or the Third party during installating signal signs, otherwise the Seller shall bear the responsibility and cost of repairement only if responsibility for damages is fully done by Seller.

Article 4

The quality of the agreement all signal signs shall comply with the technical requirements of the buyer and the relevant requirements of the Republic of Serbia.

The Buyer or any third person shall be liable for any damage to property or person caused by the quality of the contract equipment supplied by the Seller, and the Buyer shall have the right to claim additional liability from the Seller in accordance with the relevant laws and regulations, after official approval that Seller is responsible for all caused damages.

Article 5

Without the written consent of the Buyer, the Seller shall not assign the contract or any part thereof, or enter into any agreement with any person / company for the execution of any portion of the supply and construction. Written consent should be send to Seller in 2 days after signing contract from bought signs.

Article 6

The seller shall immediately commence the work stipulated in the contract upon its signing and complete the supply and installation of all signage within 40 calendar days from the date of signing.

During the validity of the contract, if the seller encounters circumstances that prevent timely completion of the work, the seller must promptly notify the buyer in writing of the delay, the anticipated duration of the delay, and the reasons for it. Upon receiving the seller's notification, the buyer shall promptly assess the situation and expand the deadline for finishing works .If the seller fails to complete the work within the agreed timeframe, the buyer has the right to deduct Compensation for project delay from the contract.The compensation for each day of delay shall be calculated at 1% of the contract value per day until the seller completes the work. The maximum amount of Compensation for project delay shall be capped at 20% of the total contract price. Once the maximum limit of Compensation for project delay is reached 20% of contract, the buyer may terminate the contract.

If the Seller shall in any manner neglect or fail to carry on the work or performance of the terms of the agreement with due diligence or violates any of the terms of this agreement, the Buyer shall be entitled to terminate the contract.

Article 7.

The Force Majeure Clause 2003 of the International Chamber of Commerce (ICC Publication 650) is hereby incorporated into and is deemed to be 'part of this Contract. Contracting Party affected by force majeure is obliged to present written and material evidence and confirmation of the competent bodies of the actual existence, nature and scope of force majeure, on request of the other Party. If the case of force majeure continues for more than sixty (60) days, the Parties will mutually decide on the continuation or termination.

Article 8

The terms of this agreement shall be governed by the Laws of the Republic of Serbia.That if any dispute arises under this agreement between the Parties hereto, the matter shall be referred to the Commercial Court in Belgrade.

Article 9

This agreement is in four copies, each parities hold two copies.

Representative of Buyer:

Representative of Seller: